

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
Charlottesville Division**

**DONALD R. SCOTT and  
MELISSA J. SCOTT,**

**Plaintiffs,**

**v.**

**Civil Action No. 3:10-cv-24-NKM**

**GMAC MORTGAGE, LLC,**

**Defendant.**

**DEFENDANT’S OFFER OF JUDGMENT TO PLAINTIFFS**

Defendant GMAC Mortgage, LLC’s (“Defendant”), by counsel, pursuant to Fed. R. Civ. P. 68, submits this Offer of Judgment (“Offer”) to allow judgment to be taken against it in favor of Plaintiffs Donald Scott and Melissa Scott (“Plaintiffs”), as follows:

1. Judgment shall be entered against Defendant in the amount of Four Thousand Dollars and 00/100 (\$4,000.00), arising from Plaintiffs’ claims against Defendant as alleged in Plaintiffs’ pleadings filed in the above captioned matter.

2. The judgment entered shall include an additional amount for Plaintiffs’ reasonable attorney fees and costs incurred by Plaintiffs in connection with the claims alleged in the herein matter. Said amount for attorney fees and costs shall be agreed by counsel for the parties, or determined by the Court upon application by Plaintiffs’ counsel, subject to objection and response by Defendant’s counsel if counsel are unable to reach an agreement. Plaintiffs’ reasonable attorney fees and costs shall be limited to time and amounts expended on Plaintiffs’ claims in this matter through the date of service of this Offer on Plaintiffs.

3. The judgment entered in accordance with this Offer is to be in total settlement of any and all claims by Plaintiffs against Defendant and/or potential claims that could have been brought by Plaintiffs against Defendant in this matter.

4. Notwithstanding the foregoing Offer, Defendant denies any wrongdoing or violation of state or federal laws, but admits liability for the sole purposes of settlement and resolution of Plaintiffs' claims sought in the above-captioned matter pursuant to Rule 68, which will not be construed as an admission that Defendant is liable in this action. If Defendant's Offer is accepted, Plaintiffs agree to dismiss and release all claims Plaintiffs have or could have brought in this action, which arise from the transaction and form the base of Plaintiffs' claims, including the facts set forth in Plaintiffs' pleadings filed in this matter.

5. According to Rule 68(b), if Plaintiffs do not accept this Offer within fourteen (14) day after service, it will be deemed withdrawn. Pursuant to Rule 68, if Plaintiffs do not accept this Offer and any judgment rendered against Defendant is less than this Offer, Defendant may seek to recover any additional attorney fees and costs incurred in the defense of Plaintiffs' claims then accrued at the conclusion of this case. Plaintiffs must also pay Plaintiffs' own costs and attorney fees incurred after making this Offer. *See Grissom v. Mills Corp.*, 549 F.3d 313, 320 (4th Cir. 2008); *O'Brien v. City of Greers Ferry*, 873 F.2d 1115, 1120 (8th Cir. 1989).

GMAC MORTGAGE, LLC

By: /s/ Jason E. Manning  
Of Counsel

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 8<sup>th</sup> day of June, 2010, I electronically filed the foregoing Defendant GMAC Mortgage, LLC's Offer of Judgment to Plaintiffs with the clerk of the Court using the CM/ECF system which will send notification of such filing to:

**Counsel for Plaintiffs**

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